

Bingham Draft  
3/29/04

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF RHODE ISLAND

In re:	)	Chapter 11
	)	Case No. 04-10630
BESS EATON DONUT FLOUR CO., INC.,	)	
	)	
Debtor	)	
	)	
In re:	)	Chapter 11
	)	Case No. 04-10682
LOUIS A. GENCARELLI, SR.,	)	
	)	
Debtor	)	
	)	

**NOTICE OF DEADLINE TO FILE PROOFS OF CLAIM ARISING FROM REJECTION  
OF UNEXPIRED LEASES AND EXECUTORY CONTRACTS**

**TO ALL PARTIES TO REJECTED LEASES [OR CONTRACTS]:**

By order dated April 23, 2004, the Bankruptcy Court in the above-entitled cases entered an order which, among other things, approved the rejection of certain unexpired leases (the "Rejected Leases") and executory contracts (the "Rejected Contracts") to which Bess Eaton Donut Flour Co., Incorporated or Louis A. Gencarelli, Sr. (together, the "Debtors") is a party.<sup>1</sup> Rejection of the Rejected Contracts was effective upon entry of the Court's order. Rejection of the Rejected Leases shall be effective on the closing of sale of the Debtors' Business Assets, which is estimated to occur on May 15, 2004.

<sup>1</sup> See Order (A) Approving Sale of Debtors' Operating Business Assets and Related Real Estate Free and Clear of Claims, Liens, Interests and Encumbrances, (B) Authorizing Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (C) Authorizing Rejection of Certain Unexpired Leases and Setting Date for Filing Proofs of Claim With Respect Thereto, (D) Authorizing Bess Eaton to Obtain Secured Credit and Gencarelli to Guaranty Same, (E) Affirming Gencarelli Guaranty of Payment to Bess Eaton Creditors, (F) Waiving the Ten-Day Stay of Bankruptcy Rule 6004(g), and (G) Authorizing Payment of Secured Claims at Sale Closing, Docket No. 04-10630 (Bess Eaton).


EXHIBIT A

**NOTICE IS HEREBY GIVEN THAT ALL PARTIES TO SUCH REJECTED LEASES AND REJECTED CONTRACTS ARE REQUIRED TO FILE PROOFS OF CLAIM ON OR BEFORE 4:00 p.m. Eastern Time ON JUNE 30, 2004 (THE "REJECTION BAR DATE")** for any and all claims relating to such Rejected Leases or Rejected Contracts, including, without limitation, damages arising from the rejection of such leases or contracts. Pursuant to 11 U.S.C. §365(g), the rejection of Rejected Leases or Rejected Contracts constitutes a prepetition breach of such lease or contract. For purposes of this notice, "claim," as defined in 11 U.S.C. §101(5), shall mean (a) right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (b) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

Mail Proof of Claim to:

Office of the Clerk  
United States Bankruptcy Court  
District of Rhode Island  
380 Westminster Street  
Providence, RI 02903

A proof of claim shall be deemed filed only when actually received in the Clerk's office with an original signature. Facsimile proofs of claim will not be accepted. **ANY ENTITY THAT IS REQUIRED TO FILE A PROOF OF CLAIM HEREUNDER AND FAILS TO DO SO ON OR BEFORE THE JUNE 30, 2004, SHALL BE BARRED, ESTOPPED AND ENJOINED FROM (A) ASSERTING SUCH CLAIM AGAINST THE DEBTORS AND THEIR ESTATES AND (B) VOTING UPON, OR RECEIVING DISTRIBUTIONS UNDER, ANY PLAN OF REORGANIZATION OR LIQUIDATION WITH RESPECT TO SUCH CLAIMS.** The proof of claim should conform substantially to Official Bankruptcy Form 10. You may obtain a proof of claim form from the clerk's offices of any U.S. Bankruptcy Court.

  
ARTHUR H. D'AMATO  
U.S. BANKRUPTCY JUDGE  
DATED: 4/23/04

Entered on Docket: 4/23/04